**STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
INFORMATION TECHNOLOGY SECURITY PRODUCTS AND SERVICES CONTRACT**

Entrust, Inc.

This Information Technology Security Products and Services Contract is entered into between the State of Texas, acting by and through the Department of Information Resources with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Entrust, Inc., with its principal place of business at One Hanover Park, 16633 North Dallas Parkway, Suite 800, Addison, Texas, 75001.

1. **Contract Scope and Term**
   This Contract sets forth the terms and conditions governing the acquisition of information technology security products and services. Terms used in this document shall have the meanings set forth below in Section 2, Definitions. This Contract is available for use by all Customers.

   The term of this Contract shall be two (2) years commencing on the date of the last party to sign. The parties may renew this contract, upon approval of DIR, for up to two (2) optional one-year terms. Upon termination of this Contract, all rights and obligations set forth herein shall survive in accordance with their terms as to Purchase Orders issued by Customers and Statements of Work executed prior to the effective date of termination.

2. **Definitions**
   Terms used in this Contract shall have the following meanings:

   A. **DIR** - the Department of Information Resources
   B. **Vendor** – Entrust, Inc.
   C. **Customer** - any State agency or unit of local government as defined in §2054.003, Texas Government Code; institutions of higher education as defined in §61.003, Texas Education Code; and state agencies purchasing through DIR pursuant to an Interagency Contract, as authorized by Chapter 771, Texas Government Code.
   D. **Administrative Fee** – the fee used to defray DIR's cost of negotiating, executing, and administering this contract.
   E. **Purchase Order** – the Customer's fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
   F. **Statement of Work** – a detailed description of services to be provided by Vendor to Customer.
   G. **State** – the State of Texas
   H. **Go DIRect Coordinator** – the individual appointed by DIR to administer and collect the contract reporting data on behalf of the State and the Customers.

3. **Entire Agreement and Order of Precedence**
   This Contract; Appendix A, Standard Clauses for Texas DIR Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Software License Agreement; and Appendix D, Support Services Schedule; constitute the entire agreement between the parties hereto and all prior understandings and agreements with regard to the subject matter hereof are merged herein. In the event of a conflict between the provisions of the documents listed in this paragraph, the controlling language shall be found in this Contract, then Appendix A, then Appendix B, then Appendix C, and finally Appendix D. This Contract shall not be

changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

The terms and conditions set forth herein shall govern all transactions by Customers under this Contract. Customers shall not have the authority to modify the terms of this Contract, except as to receive better terms or pricing for a particular procurement than those set forth herein. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request. No additional term or condition of a Purchase Order issued by a Customer or executed Statement of Work can weaken a term or condition of this Contract. The Contract terms shall control in the event of: i) a conflict between a Customer's Purchase Order and this Contract, or ii) a conflict between a Statement of Work and this Contract.

4. **Product and Service Offering**
Products and services available to Customers under this Contract are limited to those awarded to Vendor based on Texas Marketplace, Electronic State Business Daily posting number DIR-TMP-02-033 as follows:

A. **Products**
Products available to Customers under this Contract are set forth as:

- Entrust Entelligence
- Entrust Authority
- Entrust GetAccess
- Entrust TruePass.

Vendor will maintain a product list including pricing, product descriptions, and product specifications for all products offered under this Contract. The product list may be updated at any time during the term of this Contract to incorporate product model changes, product upgrades and removal of obsolete or discontinued products.

B. **Services**
Services available to Customers under this contract are set forth as:

- Gold Software Support services as set forth in Appendix D;
- Professional Services to aid in the design, implementation, enhanced support services not included in the Gold Software Support services, toolkit support service, and training in the use of the products specified in paragraph A of this Section.

5. **Customer Purchase Order and Services Statement of Work**
All Customer Purchase Orders for products or services offered under this Contract will be placed directly with the Vendor. Accurate Purchase Orders shall be effective and binding upon Vendor when accepted by the Vendor prior to the termination of this Contract. Each Purchase Order issued by a Customer shall include a reference to DIR Contract No. DIR-VPC-03-031.

Customers acquiring Professional Services under this Contract shall work with the Vendor to develop and execute a Statement of Work between Customer and Vendor. The Statement of Work will contain a detailed description of services to be provided by Vendor to Customer, criteria for Customer acceptance of work products, pricing, payment milestones, timelines for service delivery, and a detailed description of the responsibilities of Vendor and Customer.

6.   **Pricing**

   A. **Customer Product Discount**
   Based on a quantity of one (1), the Customer discount from the Vendor for all products, will be 28.6% off the Vendor's then-current Manufacturer's Suggested Retail Price (MSRP). Customer may negotiate more advantageous pricing for large volume purchases with the Vendor. If Vendor offers and makes sales of its products at a higher rate of discount, based on a quantity of one, from that specified in this Contract, to an eligible DIR Customer, other entity or consortia authorized by Texas law to sell Vendor's products to eligible DIR Customers, then the available discount levels in this Contract shall automatically be adjusted to that higher discount rate.

   B. **Product Shipping and Handling Fees**
   The price to the Customer for products acquired under this Contract shall include all shipping and handling fees. Shipments will be shipped F.O.B. Customer's destination on a compact disc (CD) to a location specified by the Customer or Vendor will make the product available for electronic download, within fifteen (15) days of Vendor's acceptance of a Customer Purchase Order, subject to Vendor's receipt of all required documentation, including any required export and import permits. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

   C. **Changes to Product Prices**
   Vendor may change the price of any product at any time, based upon changes to the Manufacturer's Suggested Retail Price, but discount levels shall remain consistent with the discount levels specified in paragraph A of this Section. Price decreases shall take effect automatically during this Contract term and Vendor shall pass all price decreases on to the Customer that were made effective prior to shipment.

   Pricing changes for product model changes or product upgrades may be made by Vendor at any time and the pricing for the same shall incorporate comparable price discount levels as specified in paragraph A of this Section.

   D. **Services Prices**
   The annual fee for the Gold Software Support services included in Appendix D is fifteen percent (15%) of the Vendor's then-current MSRP for that product. For example, the price for Gold Software Support for a product having a MSRP of $1,000 shall be $150.

   Pricing for Professional Services shall be determined by the specialized Customer requirements. Pricing may be quoted as a fixed-price or hourly basis at the request of the Customer.

   The hourly rates quoted to Customer for each category shall not exceed the maximum rate listed below. If DIR determines that Vendor has charged any DIR eligible Customer entity an hourly rate lower than those listed below, for identical services, then the comparable hourly rate offered under this Contract shall automatically be adjusted to the lower hourly rate.

System Integrator	$237.50/hour
System Architect	$261.25/hour
Project Manager	$261.25/hour

E. Travel Expenses

Pricing for Professional Services set forth herein is exclusive of any travel expenses that may be incurred by Vendor in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement shall not exceed the amounts authorized by the current State Travel Regulations. The DIR administrative fee specified in Section 11, Reporting and Administrative Fees, is not applicable to travel expense reimbursement.

F. DIR Administrative Fee

The DIR administrative fee specified in Section 11, Reporting and Administrative Fees, shall be included in the price quoted to the Customer for all products and services offered under this Contract. The administrative fee shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

G. Sales Tax

Customers are exempt from all federal and state sales tax. Unless otherwise stated, all fees exclude taxes, including any applicable federal, state, provincial, use, value-added and local taxes (excluding taxes based upon Vendor's net income).

7. Invoicing and Payments

Invoices shall be submitted by the Vendor directly to the Customer. Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Vendor for accepted products or services. Payment under this contract shall not foreclose the right to recover wrongful payments.

A. Products and Gold Software Support

Invoices for products and Gold Software Support must include the Customer's Purchase Order number, other pertinent information for verification of receipt of the products or services by the Customer, and any written changes that may apply as it relates to products, services, prices, and quantities.

Products are considered accepted upon receipt by the Customer. Should the Customer determine that product media is defective or the product media does not contain the product specified on the Purchase Order, Vendor shall replace the product media in accordance with their then-currently published policies concerning product media warranties, and return policies. Product media warranty and return policies for Customers will not be more restrictive or more costly than those warranty and return policies maintained by Vendor for other similarly situated Customers for like products.

In the event that Vendor must replace product media for Customer, the Software Warranty period specified in Appendix A, Section 34, shall begin upon Customer receipt of non-defective or corrective media.

B. Professional Services

The Customer will be responsible for validating the accuracy and quality of the Professional Services, and to perform the acceptance or acceptance testing, if applicable, of any work products in accordance with the acceptance criteria specified in the Statement of Work.

Invoices for Professional Services shall be submitted by Vendor directly to the Customer in accordance with the payment milestones specified in the Statement of Work. Invoices must be timely and accurate. The Customer's Purchase Order number, a brief description of the payment milestone, and the payment milestone amount must be included on the invoice.

8. **Software License Agreement**

Customers purchasing software licenses under this Contract shall hold, use and operate such software subject to compliance with the Software License Agreement set forth in Appendix C hereto. No changes to the Software License Agreement Terms and Conditions may be made unless previously agreed to between Vendor and DIR. Customers may not add, delete or alter any of the language in Appendix C. Vendor shall make the Software License Agreement terms and conditions available to all Customers at all times.

Compliance with the Software License Agreement is the responsibility of the Customer. DIR shall not be responsible for any Customer's compliance with the Software License Agreement. If DIR purchases software licenses for its own use under this Contract, it shall be responsible for its compliance with the Software License Agreement terms and conditions.

Vendor may terminate the license granted pursuant to the Software License Agreement if the Customer fails to comply with any of the terms and conditions of this Contract or the Software License Agreement. Vendor shall give the Customer thirty (30) days notice to cure any breach of this Contract or the Software License Agreement. In the event of termination of the Software License Agreement, the Customer shall destroy or return immediately the software and all copies thereof to Vendor.

9. **Contract Administration**

DIR and Vendor will each provide a Contract Administrator to support this Contract. Information regarding the Contract Administrators will be posted on the Internet web site designated for this Contract.

A. DIR Contract Administrator

DIR shall provide a Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) advising DIR of Vendor's performance under the terms and conditions of this Contract, and iii) periodic verification of product pricing and monthly reports submitted by the Vendor.

B. Vendor Contract Administrator

Vendor shall provide a dedicated Contract administrator whose duties shall include but not be limited to: i) supporting the marketing and management of this Contract, ii) facilitating dispute resolution between the Vendor and a Customer, and iii) advising DIR of Vendor's performance under the terms and conditions of this Contract. DIR reserves the right to require a change in Vendor's then-current contract administrator if the assigned administrator is not, in the opinion of DIR, adequately serving the needs of the State.

10. **Internet Access to Contract Information**

Access by Customers to Contract terms and pricing information shall be made available and posted on the Internet. To that end, upon sixty (60) days from execution of this Contract, Vendor will be required to host the complete Contract product and service offering at Vendor's Internet site. Internet access to this information will be provided during the term of this Contract at no cost to DIR, the State, and Customers. DIR acknowledges and agrees that Vendor's obligation with respect to making pricing information available and posted on the Internet will be limited to: (i) Vendor identifying the list of the products identified in Section 4A, , and (ii) Vendor providing a contact name and phone number for each Customer to telephone for pricing and additional information about the products and services offered under this Contract.

A. **Accurate and Timely Contract Information**

Vendor warrants and represents that Contract and related information will be accurately and completely posted, maintained and displayed in an objective and timely manner which renders it clearly distinguishable from other, non-Contract offerings at Vendor's web site. The sole and exclusive remedy for any breach of this paragraph shall be that Vendor, at its own expense, and in response to written notice of errors or inaccuracies in such information or from any failure to maintain or post timely Contract information in accordance with this paragraph, shall at its own option, either (i) correct the non-conforming information to conform to this standard; or (ii) refund to Customer that portion of the amounts received by Vendor attributable to any inaccurate pricing information posted at Vendor's web site. Vendor agrees to cure any breach of this paragraph within 10 business days after notification of said breach by DIR

B. **Price Data Retention and Compliance Checks**

Periodic compliance checks of the information posted for this Contract on Vendor's web site may be conducted by DIR. Upon request by DIR, Vendor shall provide documentation that pricing listed upon this site is uniform with the Pricing as stated in Section 6 herein.

C. **Web Site Changes**

Vendor hereby consents to a link from the DIR web site to Vendor's web site in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

D. **Use of Access Data Prohibited**

If Vendor stores, collects or maintains data on Customers electronically as a condition of accessing this Contract, such data shall only be used internally by Vendor for the purpose of implementing or marketing this Contract, and shall not be disseminated to third parties or used for other marketing purposes. This Contract constitutes a public document under the laws of the State and Vendor is not authorized to restrict access to the Contract terms and conditions including pricing, i.e., through use of restrictive technology or passwords.

E. **Responsibility for Content**

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's web site. Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that Vendor and none of its agents, employees, and subcontractors have authority to act or speak on behalf of DIR or the State.

DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent this Contract.

11. **Reporting and Administrative Fees**

Vendor shall be responsible for reporting all products and services purchased under this Contract. The failure to file the monthly reports, subcontract reports, and pay the administrative fees on a timely basis will constitute grounds for termination of this Contract for cause. If Vendor submits three (3) consecutive monthly reports incorrectly, DIR reserves the right to terminate this Contract for cause. Vendor's liability for any breach of this section is limited to the amount of administrative fees owed to DIR by Vendor.

DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books.

A. **Detailed Monthly Report**

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all invoices submitted to Customers under this Contract for the previous month period. Reports shall be submitted to the DIR Go DIRect Coordinator. Reports are due on the fifteenth (15th) day after the close of the previous month period. The monthly report shall include Vendor's invoices for the period. Each line item must contain Customer name, invoice date, Customer Purchase Order number, and Customer's complete billing address. Line items for services must include a brief description of the payment milestone, payment milestone completion date, and the payment milestone amount. Line items for products must contain product order date, ship date, product description, part number, quantity, unit price, and extended price. Each line item must contain all information listed above and other information as specified by DIR or the report will be rejected and returned to the Vendor for correction. Should there be no sales for the previous month period, Vendor shall provide DIR with the monthly report reflecting zero sales.

B. **Historically Underutilized Business Subcontract Reports**

Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to this Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

Reports shall be due quarterly in compliance with the following schedule, or as requested by each ordering Customer:
September – November: due by December 5th
December – February: due by March 5th
March – May: due by June 5th
June – August: due by September 5th.

C. **DIR Administrative Fee**

An administrative fee shall be paid by Vendor to DIR to defray DIR's costs of negotiating, executing, and administering this Contract. All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upward or downward during the term of this Contract, upon written notice to the Vendor. Any change in the administrative fee shall require a change in the prices specified in Section 6, Pricing, and shall be accomplished by an instrument in writing executed by both parties hereto. Vendor shall not unreasonably withhold consent to DIR initiated administrative fee changes.

Vendor will pay DIR, on the fifteenth (15th) day after the close of the previous month period, a two percent (2%) administrative fee based on the dollar value of all invoices, excluding travel expense reimbursement, submitted to Customers pursuant to this Contract. Payment will be calculated for all invoices, excluding travel expense reimbursement, net of any credits, if applicable. For example, the administrative fee for invoices, excluding travel expense reimbursement, totaling $100,000 shall be $2,000.

12. **Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Contract shall be in writing and shall be validly given on i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Contract by giving written notice in compliance with this paragraph to the other party.

If sent to the State:
Patrick W. Hogan
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Fax: (512) 475-4759
Email: patrick.hogan@dir.state.tx.us

If sent to Vendor:
Legal Department
Entrust, Inc.
16633 North Dallas Parkway
Addison, Texas 75001
Phone: 972-713-5800
Fax: 972-713-5805
Email:

13. **Captions**

The captions contained in this Contract are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

14. **Choice of Law**

The law of the State of Texas shall govern the construction and interpretation of this Contract. Nothing herein shall be construed to waive the state's sovereign immunity.

IN WITNESS WHEREOF, the parties therefore hereby execute their mutual agreement to the terms of this Contract. This agreement shall be executed and shall be a binding Contract between the parties.
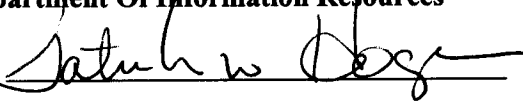
Entrust, Inc.

By: _____

Name: _____JAY KENDRY_____

Title: _____VP & CGO_____
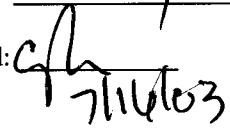
Date: _____22 July 2003_____

The State of Texas, acting by and through the Department Of Information Resources

By: _____

Name: Patrick W. Hogan

Title: Director of Business Operations

Date: _____7/16/03_____

Legal: _____7/16/03_____

Appendix A
Standard Clauses
For
Texas DIR Contracts

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STANDARD CLAUSES FOR TEXAS DIR CONTRACTS

The parties to the attached Contract, amendment or other agreement of any kind (hereinafter, "this Contract") agree to be bound by the following clauses which are hereby made a part of this Contract.

1. INDEMNIFICATION CLAUSE. Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents, and employees from and against all claims, actions, suits, demands, proceeding, costs, damages and liabilities, including attorneys fees, for injury to persons or damages to tangible property arising out of, or resulting from the negligent acts or willful misconduct of the Vendor or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of this Contract, any Purchase Order issued, or executed Statement of Work under this Contract.

The Vendor shall defend, indemnify and hold harmless the State of Texas, its officers, agents and employees, from any and all claims by third parties that any product or service furnished and used within the scope of this Contract infringes upon or misappropriates any United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with any products or services supplied by the Vendor (a "Claim"). Vendor will pay any damages, settlements, costs and expenses, including without limitation court costs and reasonable attorney's fees, finally awarded against Customer by a court or arbitrator in any proceeding related to infringement Claim, provided, however, that the Customer (i) gives to Vendor prompt written notice of each Claim threatened or received by the Customer, (ii) gives to Vendor the exclusive right to control and direct the investigation, defense and settlement of such Claim, and (iii) has not compromised or settled the Claim. Vendor agrees to defend against any and all such Claims at Vendor's expense, whether or not such Claims become the subject of litigation. DIR will provide reasonable assistance in the defense of such Claims if so requested by the Vendor. Vendor agrees to coordinate defense with the Texas Office of Attorney General, as may be reasonably requested by DIR.

If Vendor becomes aware of an actual or potential Claim, or Customer provides Vendor with notice of an actual or potential Claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service; (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing; or (iii) if (i) or (ii) are not commercially reasonable, Vendor shall discontinue providing the service to the Customer, and shall refund to Customer any prorated charges for non-usage based service paid in advance of rendering the service and/or take return of the affected portion of the product and pay to Customer the cost of the affected

portion of the product depreciated over a three (3) year period from the date of acquisition on a straight line basis less any outstanding moneys owed on such affected portion of the product.

Vendor shall have no liability against any claim in respect of any product or service if: (i) such product or service is used by the Customer outside the scope or the license granted in this Contract or in a manner or for a purpose other than that for which it was supplied, as contemplated by Vendor's documentation; (ii) such product or service is modified by the Customer without the written consent of Vendor; (iii) such product or service is used by the Customer in combination with other products not provided by Vendor and the infringement arises from such combination or the use thereof; or (iv) the Claim relates to the use of any version of the product other than the current, unaltered release, if such Claim would have been avoided by the use of a current unaltered release of the product.

THE PROVISIONS OF THIS SECTION 1 STATE THE SOLE AND EXCLUSIVE LIABILITY OF VENDOR, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE DESCRIBED HEREIN.

2. NON-ASSIGNMENT CLAUSE. This Contract shall be entered into and be binding upon the successors of the parties. Vendor may not assign this Contract without the prior written consent of DIR, such consent shall not be unreasonably withheld. Any attempt to assign this Contract without the written consent of DIR is null and void.

3. NO QUANTITY GUARANTEES. This Contract is not exclusive to the named Vendor. Customers may obtain products or services from other sources during the Contract term. DIR makes no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of products or services will be procured through the Contract.

4. CONFIDENTIALITY CLAUSE. Vendor acknowledges that DIR and its Customers are government entities subject to the Texas Public Information Act. The provisions of this Section 4 are to be read as effective only to the extent they are consistent with DIR's and its Customer's duties under the Texas Public Information Act. Vendor also acknowledges that DIR and its Customers will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

"Confidential Information" means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Each party shall retain the Confidential Information of the other party in confidence and shall use

and disclose it solely for the purpose of, and in accordance with, this Contract. Each party shall only disclose Confidential Information of the other party to those of its employees with a need to know such Confidential Information. Each party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the other party's Confidential Information.

Neither party shall be bound by any obligations restricting disclosure and use set forth in this Contract with respect to Confidential Information of the other party, or any part thereof, which: (i) was known to the receiving party prior to disclosure; (ii) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Contract; (iii) was disclosed to the receiving party by a third-party, provided that such third-party is not in breach of any confidentiality obligation in respect of such information; or (iv) is independently developed by the receiving party.

If the receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

The products offered under this Contract (and any information incorporated therein or related thereto) is the Confidential Information of Vendor. DIR and its Customers shall not disclose the results of any benchmark tests of the products to any third-party without the prior written approval of Vendor.

Under the terms of this Contract, DIR may provide Vendor with information related to Customers. Vendor shall comply with all State of Texas privacy policy guidelines, including, but not limited to, the requirement that Vendor shall not re-sell or otherwise distribute or release to any party in any manner, Customer information.

5. **VENDOR CERTIFICATIONS.** Vendor certifies (i) it has not given, offered to give, and does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Contract; (ii) it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges this Contract may be terminated and payment withheld if this certification is inaccurate; (iii) neither it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage; (iv) it has not received payment from DIR or any of its employees for participating in the preparation of

this Contract; (v) it is not ineligible to receive this Contract under § 2155.004, Texas Government Code; (vi) it is in compliance with §618.003, Texas Government Code; (vii) it will comply with §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of this Contract; and (viii) to the best of the Vendor's knowledge and belief, as of the date Vendor signed this Contract, there are no suits or proceedings pending or threatened against or affecting the Vendor, which if determined adversely to the Vendor will have a material adverse effect on the ability of the Vendor to fulfill its obligations under this Contract.

6. **EQUAL OPPORTUNITY COMPLIANCE.** Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under this Contract. If Vendor is found to be not in compliance with these requirements during the term of this Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

7. **SECURITY OF PREMISES, EQUIPMENT, DATA AND PERSONNEL** Vendor may, from time to time during the performance of this Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor shall use its best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors, if any, or by equipment provided by the Vendor, if any. Vendor has the duty to ensure that all such equipment, property and Data are used only for official state business.

The Vendor shall be solely responsible and liable for the safety, injury, and health of its employees and subcontractors, if any, during the performance of this Contract. The Vendor shall establish a safety and health program that it manages for workplace safety and health to reduce injuries, illnesses and fatalities by systematically achieving compliance with OSHA standards and its General Duty Clause. The program must be appropriate to conditions in the workplace, such as the hazards to which employees and subcontractors are exposed and the number of employees and subcontractors present. Vendor is solely

responsible for training its employees and subcontractors and monitoring its employees' and subcontractors' compliance with the program. Nothing herein shall be construed to create a duty in the Customer or DIR to monitor, inspect or report on the safety practices of any Vendor employees and subcontractors or their compliance with Vendor's safety program.

8. ALCOHOL AND DRUG FREE WORKPLACE Possession, use, or being under the influence of alcohol or controlled substances by Vendor employees and subcontractors while in the performance of this Contract is prohibited.

9. BACKGROUND AND/OR CRIMINAL HISTORY INVESTIGATION Prior to commencement of any Statement of Work, background and/or criminal history investigation of the Vendor's employees and subcontractors may be performed by certain Customers having legislative authority to require such investigations.

10. TECHNOLOGY ACCESS CLAUSE, AS REQUIRED BY §2157.005, TEXAS GOVERNMENT CODE. (Applicable to State Agency Purchases Only) Vendor expressly acknowledges and agrees that State funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to DIR and each Customer purchasing products under this Contract that the technology provided hereunder is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology of: (i) providing equivalent access for effective use by both visual and non-visual means; (ii) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (iii) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For the purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples, of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical display and customizable display appearance.

11. COMMODITY SOFTWARE. Texas Government Code, §2157.068 requires State agencies to buy commodity software in accordance with contracts developed by DIR, unless the agency obtains a waiver from DIR. Even though the products offered under this Contract are not considered commodity software, Vendor shall agree to coordinate all agency commodity software sales made pursuant to this Contract through existing DIR contracts, if available. Vendor represents it will not license through a signed or unsigned license agreement, volume licensing agreement or an order confirmation, the commodity software to State agencies unless the agency is able to provide a DIR granted waiver that the agency is able to purchase the commodity software outside the DIR Commodity Software contracts. The operating system software and institutions of higher education are not bound to this Code.

12. RECORDS. The Vendor shall maintain adequate records to establish compliance with this Contract until the later of a period of four years after termination of this Contract or until full, final and unappealable resolution of all compliance check or litigation issues that arise under this Contract. Such records shall include identification of the procuring Customer, documentation of the Customer's ordering date, Customer Purchase Order number, order date of product or service, ship date or service delivery date, full invoice address, unit price, extended price, invoice number, record of procuring Customer payment and/or balance due, the calculations supporting each administrative fee owed DIR under this Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

Vendor shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of this Contract to DIR, the compliance checks designated by DIR, including compliance checks by auditors of the State Auditor' Office and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, compliance checking and/or copying such books and records. Copies and printouts requested by DIR shall be provided by Vendor without charge. DIR shall provide Vendor ten (10) business days' notice prior to inspecting, compliance checking, and/or copying Vendor's records. Vendor's records, whether paper or electronic, shall be made available during regular office hours. Vendor personnel familiar with the Vendor's books and records shall be available to DIR staff and designees as needed. Vendor shall provide adequate office space to DIR staff during the performance of compliance check.

If any inspection or compliance check performed hereunder reveals an aggregate overcharge to a Customer of 5% or greater, or an aggregate underpayment to DIR of its administrative fee of 5% or greater, then the cost of such compliance check or inspection, including, but not limited to, the salary and associated overhead of DIR staff performing the compliance check or inspection, shall be reimbursed to DIR within thirty (30) days from receipt of an invoice from DIR reflecting the cost of the compliance check or inspection.

For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Vendor through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

DIR may employ a third party representative to conduct inspection of Vendor's Records or copies thereof. In the event DIR employs a third party to conduct an audit, any such third party must first execute an appropriate confidentiality agreement acceptable to Vendor and such third party may not be a competitor of Vendor or a party reasonably suspected by Vendor of having defaulted on other confidentiality obligations owed to Vendor.

DIR acknowledges that Vendor's Records may contain confidential information and shall be subject to the provisions of the Texas Public Information Act.

13. ABILITY TO CONDUCT BUSINESS IN TEXAS. The Vendor is an entity authorized and validly existing under the laws of its state of organization, and is authorized to do business in the State of Texas. The Vendor is a "Qualified Information Systems Vendor" as defined in §2157.001, Texas Government Code. All products and services offered to Customers under this Contract are listed in Vendor's catalogue on file with the Texas Building and Procurement Commission.

14. INVALID TERM OR CONDITION. If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

15. ENFORCEMENT OF CONTRACT AND DISPUTE RESOLUTION. Vendor and DIR agree to the following (i) a party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision; (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used; (iii) the laws of the State of Texas shall govern this Contract; (iv) actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Travis County, Texas; and (v) nothing herein shall be construed to waive the State's sovereign immunity. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Contract is expressly excluded.

16. ENTIRETIES. The Contract supercedes all prior agreements, representations or promises, whether oral or written, made by the parties regarding the subject matter of this Contract.

17. MODIFICATION OF CONTRACT TERMS AND/OR AMENDMENTS. The terms and conditions set forth in the Contract shall govern all transactions by Customers under this Contract. The Contract may only be modified or amended upon mutual agreement of DIR and Vendor. Additional Customer terms and conditions, which do not conflict with the Contract, may, subject to Vendor's written acceptance of such additional Customer terms and conditions, be added by a Purchase Order and given effect for the transaction made pursuant to the Purchase Order. For individual Purchase Orders, however, the Vendor may offer Customers more advantageous pricing and/or payment options than those set forth in the Contract. In such event, Vendor shall furnish a copy of such better offerings to DIR upon request.

18. DIR LOGO. Vendor may use the DIR logo in the promotion of this Contract to Customers with the following stipulations; (i) the logo may not be modified in any way; (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Vendor logo; (iii) the DIR logo is only used to communicate the availability of products and services under this Contract to Customers; and (iv) any other use of the DIR logo requires prior written permission from DIR.

19. VENDOR LOGO. DIR may use the Vendor's name and logo in the promotion of this Contract to communicate the availability of products and services under this Contract to Customers. Use of the logo may be on the DIR Web Site or on printed materials. Any use of Vendor's Logo by DIR must comply with and be solely related to the purposes of this Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in this Contract will give DIR any right, title, or interest in or to Vendor's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor.

20. SITE PREPARATION. Customer(s) shall prepare and maintain its site in accordance with written instructions furnished by Vendor prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

21. TRADE SHOW PARTICIPATION. Vendor understands and agrees that it must participate by providing a manned booth display or similar presence at no less than two (2) trade shows or similar functions sponsored by DIR each calendar year at the Vendor's expense. Vendor must display the DIR logo at all trade shows. DIR reserves the right to approve or disapprove of the location of the use of the DIR logo in or on the Vendor's booth.

22. ORIENTATION MEETING. Upon 60 days from execution of the Contract, DIR may require the Vendor to attend an orientation meeting to discuss the Contract content and procedures. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost in the time and travel of the Vendor for attendance at the meeting.

23. USE OF SUBCONTRACTORS. Vendor may subcontract any services offered under the Contract. However, Vendor shall remain solely responsible for the performance of its obligations under this Contract. If Vendor uses any subcontractors, Vendor shall satisfy DIR that it has complied and maintains compliance with the DIR HUB Subcontracting Plan.

24. FORCE MAJEURE. DIR, Customer, or Vendor may be excused from performance under this contract for any period when performance is prevented as the result of an

act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties immediately. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order or Statement of Work if it is determined by the Customer that Vendor will not be able to deliver products or services in a timely manner to meet the business needs of the Customer.

25. TERMINATION FOR NON-APPROPRIATION. Customer may terminate a Purchase Order or Statement of Work, and DIR may terminate this Contract, if funds sufficient to pay obligations hereunder are not appropriated by the legislative body on behalf of local governments, or by the Texas legislature on behalf of state agencies. In the event of non-appropriation, Vendor will be provided ten (10) days written notice of intent to terminate.

26. TERMINATION FOR CONVENIENCE. Either party may terminate this Contract, in whole or in part, by giving the other party thirty (30) days written notice. A Customer may terminate a Purchase Order or Statement of Work if it is determined by the Customer that Vendor will not be able to deliver products or services in a timely manner to meet the business needs of the Customer.

27. TERMINATION FOR CAUSE. Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of this Contract or a Purchase Order or a Statement of Work arising hereunder. The non-defaulting party shall give the defaulting party thirty (30) days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate this Contract. Customers hereunder have no power to terminate this Contract for default. Customer's rights are exclusively based on their Purchase Order or Statement of Work.

28. CUSTOMER RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall retain its rights under the Purchase Order issued or executed Statement of Work with respect to all products or services ordered prior to the effective termination date and ultimately accepted. Customer shall be entitled to use the Software licensed prior to the date of termination provided that Customer complies with the terms of this Contract and the Software License Agreement with respect to the use of such Software.

29. VENDOR RIGHTS UNDER TERMINATION. In the event this Contract expires or is terminated for any reason, a Customer shall pay all amounts due for products or services ordered prior to the effective termination date and ultimately accepted.

30. SURVIVAL. All service agreements that were entered into between Vendor and a Customer under the terms and conditions of this Contract shall survive the termination of this Contract. Sections 4, 33, and 35 of this Appendix A, and the Software License Agreement shall survive any termination or expiration of this Contract.

31. HANDLING OF WRITTEN COMPLAINTS. In addition to other remedies contained in this Contract, a person contracting with DIR may direct their written complaints to the following office:

> Public Information Office
> Department of Information Resources
> Attn: Public Information Officer
> 300 W. 15th Street, Suite 1300
> Austin, TX 78701
> (512) 475-4700, voice
> (512) 475-4759, fax

32. INCLUSION OF AFFILIATES. Vendor may use one or more Affiliates to perform its obligations under this Contract, provided that such use will not affect Vendor's obligations hereunder. Vendor warrants that it has the authority to bind its Affiliates to the provisions of this Contract. "Affiliate" means any corporation or other entity that Vendor directly or indirectly controls, is controlled by, or is under common control with. In this context, a party "controls" a corporation or other entity if it owns fifty percent (50%) or more of the voting rights for the board of directors or other mechanism of control for the corporation or other entity.

33. LIMITATION OF LIABILITY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, VENDOR DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED, STATUTORY, BY USAGE OF TRADE OR OTHERWISE INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL VENDOR, DIR, OR CUSTOMER (INCLUDING SUCH PARTY'S AFFILIATES, SUBCONTRACTORS, AGENTS, SUPPLIERS, DIRECTORS OR EMPLOYEES) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, RELIANCE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) WHETHER ARISING FROM CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING

NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, IN NO EVENT SHALL VENDOR'S TOTAL CUMULATIVE LIABILITY PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO VENDOR UNDER THE PARTICULAR PURCHASE ORDER THAT GAVE RISE TO THE LIABILITY.

NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (III) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OF SUCH PARTY OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.

34. SOFTWARE WARRANTY. Vendor warrants that (i) for a period of ninety (90) days from the date of delivery, each item of Software will perform in substantial accordance with the documentation delivered with such Software, and (ii) at the time of delivery, Vendor shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden program, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes.

Notwithstanding the foregoing, Vendor shall have no obligation to fix errors in the Software caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software, or if such repair service would constitute an excluded service pursuant to the Support provisions.

Except as specifically stated herein, Vendor's exclusive liability and the Customer's sole and exclusive remedy for breach of the provisions of this warranty section shall be, at Vendor's option, to (i) repair or replace the Software which does not meet Vendor's warranty and which is returned to Vendor by Customer, or (ii) take return of the Software and refund the Customer the price paid to Vendor for the Software.

APPENDIX B
HISTORICALLY UNDERUTILIZED BUSINESS SUBCONTRACTING PLAN

**Historically Underutilized Businesses
Subcontracting Plan (Form 1)**

This form is required as part of the Historically Underutilized Businesses (HUB) Subcontracting Plan. Failure to include this form and the applicable forms specified herein will result in automatic disqualification of your response to the offering document.

Vendor Company Name: _____ENTRUST, INC._____

Vendor Identification Number: _____162167064870 0_____

Department of Information Resources Offering Document Number: _DIR-TMP-02-033_

1. The Department of Information Resources has determined that HUB subcontracting opportunities are probable. Is your company proposing to subcontract any portion of this contract?

   ( ) Yes – Complete the following forms:
   Determination of Good Faith Effort (Form 2)
   Solicitation of HUB Subcontractors (Form 3)
   Selected Subcontractors (Form 4)

   What percentage of the proposed work is to be performed by your company? ___

   (X) No – Complete the Statement of Intent (Form 5)

2. Is your company certified as a HUB by the State of Texas?

   ( ) Yes   (X) No

I have read and understand the Department of Information Resources' Policy on Utilization of HUBs.

David J Wagner
_____
Authorized Representative Name

VP & Controller
_____
Authorized Representative Title

_____
Authorized Representative Signature

May 2, 2002
_____
Date

HUB Subcontracting Plan
Statement of Intent (Form 5)

Vendor Company Name: _____ ENTRUST, INC. _____ [VENDOR]

Department of Information Resources Offering Document Number: __DIR-TMP-02-033__

By completing the following Statement of Intent, the potential vendor HUB Subcontracting Plan is considered responsive, qualified, and/or valid.

Statement of Intent:

I __David Wagner__, an authorized representative of VENDOR have reviewed
(Vendor Authorized Representative)

the offering document and have determined that the entire work of the contract will be completed with VENDOR's own employees and resources without subcontracting any portion of the contract.

If, after award of the contract, circumstances necessitate the use of any subcontractors, the Department of Information Resources will be notified in writing. VENDOR will comply with the provisions of 1 TAC §111.14(b) relating to developing and submitting a subcontracting plan before any modifications to the HSP can be considered by the Department of Information Resources. If VENDOR subcontracts any of the work under the awarded contract without prior Department of Information Resources authorization and compliance of 1 TAC §111.14(b), VENDOR may be considered in breach of the awarded contract an subject to any remedial actions provided by state law and HUB rules. possibly including termination of the contract.

_____   __5/2/2002__
Vendor Authorized Representative Signature   Date

APPENDIX C
SOFTWARE LICENSE AGREEMENT

"Application" means a single software product from a single vendor (either a Vendor product or a third-party product) used by an individual or device which performs a single function such as word processing or electronic mail. For greater certainty, a utility or multi-function program shall be considered to consist of multiple Applications.

"Certificate License" means a right to use a digital certificate issued by Customer using the Entrust Authority Security Manager software (or any connector add-on to the Entrust Authority Security Manager software). The maximum number of digital certificates issued by the Entrust Authority Security Manager software for each type of digital certificate is set by a Licensing String.

"Channel" means a protocol to support communications between the Entrust GetAccess Mobile Server software and a particular type of client device. For example: a protocol to support communications with a particular class of WAP-enabled phones; a protocol to support communications with a particular class of set-top boxes; or a particular protocol to support communications with a class of personal digital assistants.

"Channel License" means a license to enable the Entrust GetAccess Mobile Server software to accept communications requests from a particular Channel.

"Client Software" means the client software licensed to Customer pursuant to the Contract for which the Customer has acquired the right to use under this Contract in machine-readable object code form only and associated documentation.

"Infrastructure Software" means the server software licensed to Customer pursuant to the Contract for which the Customer has acquired the right to use under this Contract in machine-readable object code form only and associated documentation.

"Licensing String" means a series of computer-generated characters provided to Customer by Vendor for the purpose of setting the number of Certificate Licenses, User Identities or directory entries for an item of Infrastructure Software.

"Server CAL" means a license for one (1) instance of one (1) item of server-based application software to interact with the Entrust Verification server software for one (1) Service.

"Service" means any capability of the Entrust Verification server software such as, for example and without limitation, timestamping or digital signing, for which Vendor licenses and charges separately.

"Software" means the Vendor computer software programs licensed to Customer pursuant to the Contract for which the Customer has acquired the right to use under this Contract in machine-readable object code form only and associated documentation.

"User CAL" means a license for one (1) individual to use one (1) item of client software to interact with the Entrust GetAccess server software or with the Entrust Verification server software for one (1) Service.

"User Identity" means an electronic identity utilized by the Entrust Authority Security Manager software for interaction with Client Software. The maximum number of electronic identities recognized by the Entrust Authority Security Manager software is set by a Licensing String.

Infrastructure Software Licenses. Subject to the terms and conditions of Contract No. DIR-VPC-03-031, Vendor grants to Customer a non-exclusive, non-transferable, internal license to use and copy Infrastructure Software to the extent of the number of copies of Infrastructure Software licensed to Customer and to the extent of the number of User Identities and Certificate Licenses set by the Licensing String(s) delivered to Customer with or for that copy of Infrastructure Software for internal communications within the Customer and for communications between Customer and third parties concerning Customer business ("Customer Use"). If the number of permitted User Identities or Certificate Licenses for a copy of Infrastructure Software is not controlled using a Licensing String, Customer shall use such copy of Infrastructure Software to the extent of the number of User Identities and Certificate Licenses permitted for use with such copy of Infrastructure Software pursuant to this Contract. Customer may only use Licensing Strings provided by Vendor and only in conjunction with the copy of Infrastructure Software for which it was delivered. Customer may not copy or alter a Licensing String. If Customer licenses the Entrust GetAccess software, Vendor hereby grants to Customer a non-exclusive, non-transferable, internal license to use the Entrust GetAccess software limited to the number User CALs acquired pursuant to this Contract. If Customer licenses the Entrust GetAccess Mobile Server software, Vendor grants to Customer a non-exclusive, non-transferable license for internal use of the number of copies of the Entrust GetAccess Mobile Server software on the number of CPUs and for the number of Channel Licenses licensed hereunder. If the number of copies, CPUs, and/or the number of Channel Licenses is not specified, the number of copies shall be one (1), the number of CPUs shall be one (1), and the number of Channel Licenses shall be one (1).

Client Software Licenses and Distribution Right. Subject to the terms and conditions of Contract No. DIR-VPC-03-031, Vendor grants to the Customer a non-exclusive, non-transferable license to use and copy the number copies of Client Software licensed herein solely for Customer Use. Customer may distribute Client Software to third parties, provided, however, that: (i) the Client Software is provided to a third-party solely for Customer Use; (ii) Vendor is identified as the source of the Client Software; and (iii) the Client Software is licensed to third parties pursuant to the terms and conditions of the shrink wrap license agreement embedded in or included with the Client Software. Each copy of Client Software provided to a third-party pursuant to this distribution right shall count as a copy of Client Software granted or licensed to Customer herein. The maximum number of copies of Client Software for distribution by Customer for Customer Use is limited to those copies acquired by Customer under this Contract for such use.

Certificate Licenses, User Identities and Distribution Right. Subject to the terms and conditions of this Contract, Vendor grants to Customer a non-exclusive, non-transferable license to use the number of Certificate Licenses and User Identities licensed herein to Customer for Customer Use. A User Identity or Certificate License may not be assigned to more than one user, server or network node. Customer shall not use a User Identity or Certificate License with or on a wireless telephone, personal digital assistant, paging device, or other similar mobile device unless a license fee has been paid that specifically entitles Customer to use a User Identity or Certificate License on such wireless device(s). Once a Certificate License has been issued it may not be altered or re-deployed, however, a User Identity may be re-deployed. Customer may license and distribute Certificate Licenses and User Identities to third parties solely for Customer Use. The maximum number of User Identities and Certificate Licenses for licensing and distribution by Customer for Customer Use is limited to those acquired by Customer under this Contract for such use. The User Identities and Certificates Licenses licensed or distributed to third parties shall not contain any trademarks, tradenames, logos or any other designations of Vendor. All User Identities and Certificate Licenses distributed for Customer Use must be issued by Customer. Certificate Licenses must be time limited. A Certificate License which expires may not be renewed, instead, a new Certificate License must be issued. Each User Identity or Certificate License used or distributed shall count as one (1) User Identity or one (1) Certificate License granted or licensed herein.

Other Software Licenses. For all Software for which licensing terms are not provided elsewhere herein, subject to the terms and conditions of Contract No. DIR-VPC-03-031, Vendor grants to the Customer a non-exclusive, non-transferable, internal license (i) to make the number of copies of such Software as licensed herein, and (ii) to use each copy of such Software as set forth in its documentation.

Provisions Covering All Software. Customer does not acquire any rights, express or implied, in the Software, other than those rights specified in this Contract. Customer may make an additional copy of each item of Software, but only for archival purposes. Customer shall not host, time-share, rent, lease, sell, license, sublicense, assign, distribute or otherwise transfer an item of Software, except as provided in this Contract. Customer shall not use the Software to provide trusted third-party cryptographic services. If a third-party hardware or software product is sold or licensed by Vendor as a standalone product, then such hardware or software shall be sold or licensed pursuant to the applicable manufacturer's shrink wrap agreement which accompanies or is embedded in such third-party hardware or software. Run-time versions of certain third-party software may be embedded in or delivered with the Software ("Ancillary Software"). If a separate license agreement pertaining to the Ancillary Software is included with the Software or on its media, then such separate agreement shall apply to use by Customer of the Ancillary Software. Any third-party software included with or embedded in the Software may be used only with the Software. If Customer obtains User Identities under this Contract that (i) have been bundled together with Client Software, or (ii) are authorized for use with a specific number of Applications (in the case of a single Application, referred to as a Single Application Bundle (SAB)), such User Identities shall be restricted for use only with the Client Software with which such User Identities were bundled or with the number of Applications for which such User Identities were authorized. Customer shall not assign more than one (1) individual to use each User CAL or more than one (1) item of server software to each Server CAL that is recognized by the Software. "Concurrent Session" or "CS" (also known as "Concurrent User" or "User") means the maximum number of concurrent connections to an Informix database at any one instance in time. If a copy of an Informix database is included with the Entrust Authority Security Manager software, the following restrictions shall apply to the use of such Informix database: (i) the Informix database shall only be used to contain information generated and used by the Entrust Authority Security Manager software; (ii) Customer shall not configure the Entrust Authority Security Manager software or the Informix database to establish more than twenty (20) Concurrent Sessions with the Informix database; (iii) Customer shall not configure the Informix database to use in excess of 2 RISC CPUs or 4 Intel CPUs; and (iv) Customer shall configure the "Onconfig" file for the Informix database so that the parallel data query and data partitioning functions are disabled. The twenty (20) Concurrent Session limitation per Informix database shall apply no matter the number of instances of Entrust Authority Security Manager software or certification authorities that are using a given Informix database. For greater certainty, the maximum number of Concurrent Sessions that may be established with any given Informix database shall not exceed twenty (20). Subject to the terms and conditions of this Contract, Vendor hereby grants to Customer a non-exclusive, non-transferable, internal license to use and copy any third-party directory which may accompany the Software to the extent of the number of copies of directory entries licensed to Customer. Customer may only use Licensing Strings for any such third-party directories that are provided by Vendor and may only use such Licensing Strings in conjunction with the directory for which any such individual Licensing Strings were delivered. Customer may not copy or alter a Licensing String. Any third-party directory accompanying the Software shall only be used to contain information generated and used by the Software.

Proprietary Rights Protection. Each permitted copy of all or part of an item of Software must include all copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy delivered by Vendor to Customer. The Software and all modifications, enhancements and derivative works thereof, including all right, title and interest (and all intellectual proprietary rights therein) remain the sole and exclusive property of Vendor and/or its third-party licensors. Customer shall

not copy, modify, adapt or merge copies of the Software except as provided in this Contract. Customer shall not translate, reverse engineer, de-compile or disassemble the Software except to the extent that law explicitly prohibits this restriction notwithstanding a contractual restriction to the contrary.

Records. Customer shall keep reasonable records relating to (i) the number of copies of Software made, used or distributed by Customer; and (ii) the number of User Identities, Certificate Licenses, directory licenses, and Concurrent Users issued, used or distributed by Customer. A chartered or certified public accountant selected by Vendor may, upon reasonable notice and during normal business hours, but no more often than once a year, inspect the records of the Customer.

Export Restrictions. The Software and related information is subject to export and import restrictions. Customer shall comply with any laws which may impact Customer's right to export, import or use the Software or related information (including, without limitation, United States and Canadian export laws). Customer shall not use the Software or related information for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Software or related information.

U.S. Government End-Users. The Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this Contract for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, the terms set forth in DFARS 227.7202. Use of this Software and related documentation is further restricted by the terms and conditions of this Contract.

APPENDIX D
SUPPORT SERVICES SCHEDULE

SUPPORT SERVICE TERMS & CONDITIONS

Subject to the payment of the applicable fees, Vendor shall provide Support to Customer in accordance with the terms and conditions set forth herein. Support and associated documentation will be provided in the English language.

Any Purchase Orders issued by the Customer to Entrust in relation to this Schedule shall be deemed to have been delivered pursuant to the terms and conditions of this Schedule and the Contract. Any such Purchase Orders shall be in writing and shall identify the support services plan being ordered and the invoicing location.

SCOPE OF SUPPORT SERVICES

1. SUPPORT SERVICES
1.1 Services. During the term of this Schedule, Entrust shall provide Customer with support services as paid for by Customer in relation to the Entrust Software licensed by Customer. Entrust shall provide support services to Customer for so long as Customer's Software is at: current version levels, used on supported platforms and used on supported operating systems as identified and published by Entrust from time to time. In addition, Customer's Software must be, in Entrust's reasonable opinion, in good operating condition. Customer shall establish and maintain the organization and processes to provide "First Line Support" for Software directly to its end users. First Line Support shall include but not be limited to: (a) a direct response to its end users with respect to inquiries concerning the performance, functionality, or operation of the Software, (b) a direct response to its end users with respect to problems or performance deficiencies with the Software, (c) a diagnosis of problems or performance deficiencies in the Software, and (d) a resolution of problems or performance deficiencies in the Software. Customer may purchase support services only for designated Software which Customer has rightfully acquired an appropriate license.

1.2 Customer Efforts. If, after commercially reasonable efforts, Customer is unable to diagnose or resolve problems or performance deficiencies in the Software, Customer may contact Entrust for Second Line Support and Entrust shall provide support for the Software in accordance with the Entrust support plan purchased by Customer.

1.3 Second Line Support. "Second Line Support" shall include but not be limited to: (i) diagnosis of problems or performance deficiencies in the Software, and (ii) a resolution of problems or performance deficiencies in the Software.

1.4 Second Line Support Availability. Second Line Support shall be provided through Entrust's Extranet site which shall be generally accessible on a 24 hour, 7 days a week basis except for any downtime experienced due to periodic maintenance or network unavailability, and also through e-mail and telephone support as provided during Entrust's normal technical support business hours or as outlined in the support plan purchased by Customer. In North America, regular hours are 8:00 a.m. to 8:00 p.m. Eastern Time on regular business days (7:00 a.m. to 7:00 p.m. GMT for European customers). Regular business days are defined as Monday through Friday, except for United States federal holidays.

1.5 Customer Contacts. Entrust shall establish and maintain the organization and processes to provide response for: (a) one (1) Primary Customer Support Contact ("PCSC"), and (b) up to a maximum of (10) ten registered Customer contacts identified by Customer upon registration. The PCSC shall coordinate

communications between the Customer and Entrust. The PCSC may log in to Entrust's support website and access Customer contacts, support privileges and other Customer support information. Second Line Support shall be provided to Customer only if, after commercially reasonable efforts, Customer is unable to diagnose and/or resolve problems or performance deficiencies in the Software. Second Line Support shall be provided by Entrust's trained support representatives. Entrust shall not provide Second Line Support directly to Customer's end users.

An unlimited amount of Self-Service Extranet contacts may be added to your account. These contacts have access to all Self-Service Extranet services with the exception that they do not have access to telephone support and on-line Service Request (SR) creation.

2. INCIDENT CLASSIFICATION

When the Customer reports an incident, Entrust will, in consultation with the Customer, first classify the incident according to its severity and nature. The incident will then be logged in Entrust's incident tracking system and classified into one of the following categories below:

Severity 1:

For **In-Service** Systems
♦ A critical error which completely disables the Software for which no work-around exists, or
♦ System operations of key Customer applications are disabled due to non-functioning Software.

For **Non In-Service** systems
♦ A key Customer application in final testing which is going into service within two (2) weeks from the date of Entrust's receipt of a Customer incident,
♦ Customer's entire development effort is impacted due to non-functioning Software and where no work-around exists, or
♦ A modification to the Software is required within five (5) business days from the date of Entrust's receipt of a Customer incident.

Severity 2:

For In-Service Systems
♦ A critical error for which a work-around exists,
♦ A non-critical error that significantly affects the functionality of the Software, or
♦ Customer's computer system is unstable with periodic interruptions due to non-functioning Software.

For Non In-Service Systems
♦ A key Customer application in final testing which is going into service within four (4) weeks from the date of Entrust's receipt of a Customer incident,
♦ Customer's entire development effort is impacted due to non-functioning Software and where no work-around exists, or
♦ A modification to the Software is required within ten (10) business days from the date of Entrust's receipt of a Customer incident.

Severity 3:

♦ Isolated and benign errors in an In-Service System or a Non In-Service Systems which do not significantly affect the functionality of the Software,
♦ Clarification of information in the Entrust documentation, or

♦ An error which is not service affecting but is required in or prior to the next Release or service pack.

3. SUPPORT TERM

3.1 Term. If a Customer elects to purchase Support, Support shall begin on the date that Support is purchased and shall continue for a twelve (12) month period ("Support Term"). At least thirty (30) days prior to the end of the Support Term or a Renewal Term (as defined below) Entrust shall provide Customer with notice that Support must be renewed. Upon written authorization of Customer, Support shall renew pursuant to the terms of the then-current support policies for successive twelve (12) month periods (each such term a "Renewal Term"), upon payment by Customer, of applicable renewal fees. The renewal fees for Support to be provided during a Renewal Term shall be due upon the commencement of such Renewal Term.

4. SUPPORT FEES

4.1 Fees. Fees for Support services as described herein shall be as set forth in Contract No. DIR-VPC-03-031. Support fees for a Renewal Term are calculated based on the total, cumulative number of Entrust software licensed by Customer. In the event that Customer elects to obtain Support for only a portion of the Entrust software licensed by Customer, the Support fees for a Renewal Term will be calculated based on the then-current list price of each Entrust software product multiplied by the applicable then-current support percentage fee. If Customer acquires additional Software and wishes to purchase support for the newly acquired Software, Support fees will be payable under the same terms and conditions as set forth in this Agreement and this Schedule. If newly acquired Software is purchased during a Support Term or Renewal Term, the Support service fee shall be pro-rated for the balance of the Support Term or Renewal Term so that all subsequent fees for Support services shall become payable on the same Support anniversary date. Vendor acknowledges that Customers purchasing Support under Contract No. DIR-VPC-03-031 are tax exempt. Applicable taxes shall apply to Support fees and shall be paid by Customer in advance of the Support Term or Renewal Term for the level of Support services requested by Customer. Unless otherwise agreed, upon each Support Renewal Term, Customer shall pay to Entrust the then-current Support fees and any applicable taxes.

4.2 Reinstatement Fee. Customer may reinstate lapsed Support services for any then-currently supported version of the Software by paying all support fees in arrears, in addition to any reinstatement fees according to Entrust's then-current policy for Customer reinstatement.

5. EXCLUDED SERVICES

5.1 Exclusions. Entrust shall have no obligation to provide Support Services under this Schedule if an incident is caused by: (a) relocation, movement, improper operation, neglect or misuse of the Software, (b) Customer's failure to maintain proper site or environmental conditions, (c) any fault of Customer's agents or employees, (d) any attempts at repairs, maintenance, or modifications to the Software performed by other than authorized service personnel of Entrust, (e) casualty, act of God, strikes, riot, war, terrorism, the unauthorized acts of third parties, (f) failure or interruption of any electrical power, telephone or communication line or like cause, (g) service for the Software for which all required maintenance releases have not been implemented by Customer, or (h) any other cause external to the Software except ordinary use.

5.2 Entrust/Toolkits. Support for the development of applications that utilize an Entrust/Toolkit is an excluded service. Support for the development or ongoing support of applications developed with an Entrust/Toolkit will be provided, subject to availability of qualified personnel, in accordance with the toolkit support service provided by Entrust and selected by Customer on a pre-purchased basis for the Entrust/Toolkit licensed by Customer.

6. DISCONTINUED AND SUPERSEDED LICENSED PRODUCTS

6.1 <u>Superseded Products</u>. Support services shall be provided for the then-current Upgrade (and all Upissues for such Upgrade) of the Software for a period of at least twenty-four (24) months from the date of initial commercial release of such Upgrade. Support services shall also be provided in respect of the immediately preceding Upgrade (and all Upissues for such Upgrade) for a period of twelve (12) months after the initial commercial release date of the Upgrade which supercedes such Upgrade.

6.2 <u>Discontinued Products</u>. Entrust reserves the right to replace discontinued Software with replacement Software and negotiate with the Customer the additional cost, if any, provided that any such additional cost is negotiated in good faith by Entrust and the Customer and equitably reflects Customer's need or desire for any additional functionality in the replacement Software. Entrust shall support a discontinued version of the Software for a period of one (1) year following notification to Customer.

7. TERMINATION

7.1 <u>Termination</u>. If either party is in material breach, or fails to perform one or more of its material obligations under this Schedule, the other party may, by written notice to the party in material breach, require the remedy of the material breach or the performance of the material obligation and, if the party so notified fails to remedy or produce a reasonable plan to remedy (which if such plan is not followed by the breaching party shall entitle the other party to terminate this Schedule immediately), or perform within thirty (30) days of the written notice, declare the party in material breach to be in default and terminate this Schedule.

GOLD SOFTWARE SUPPORT

Entrust Support Service Plan customers will receive the following Second Line Support features under this plan:

FORMS OF SUPPORT
<u>Telephone Support</u>
◆ technical support assistance and diagnostics support provided by a support specialist.

<u>E-mail Support</u>
◆ assistance through a dedicated e-mail address is provided to Customer for correspondence regarding existing Service Requests.

<u>Entrust Extranet Web Support</u>
◆ access to technical and product specific information secured using Entrust software:
   - frequently asked questions;
   - searchable knowledge base which provides self-diagnosis and resolution capabilities.
◆ on-line creation and updating of Service Requests.

COVERAGE HOURS
<u>Telephone support</u>
Basic telephone support accessible 24 hours a day, Monday to Friday, United States federal holidays excepted.

Emergency telephone support accessible on Saturday and Sunday for In-Service System Severity 1 and 2 issues only.

The table below outlines the hours for which telephone support is provided for each type of system. **"In-Service System"** means a Customer computer system used in Customer's live, business

environment. "**Non In-Service System**" means a Customer computer system not used in Customer's live, business environment such as a laboratory or development computer system. Both indicates an In-Service System and a Non In-Service System.

Telephone Support	Sev	Mon – Fri, 8:00 a.m. – 8:00 p.m. (EST)	Mon - Fri 24 hr	Weekends
Emergency	1	Both	Both	In-Service System only
Emergency	2	Both	Both	In-Service System only
Basic	3	Both	Both	None

E-mail support
Accessible 24 hours a day, 7 days a week except for any downtime experienced due to periodic maintenance or network unavailability.

Entrust Extranet Web support
Accessible 24 hours a day, 7 days a week except for any downtime experienced due to periodic maintenance or network unavailability.

RESPONSE TIMES
Telephone Support
Entrust shall use commercially reasonable efforts to provide an initial call back response to all Customer calls with reports of support incidents within:
♦ One (1) hour of Entrust's receipt of notice of a Customer incident.

During the initial response, Entrust and Customer shall mutually determine and classify the severity of the incident. Incidents shall be defined as a reported problem which is unique from any other opened support incident reported by Customer. Incidents will be handled according to the level of severity, as defined in the Support Service Terms and Conditions, in the following manner:

Severity 1 incidents - Entrust shall promptly initiate and continue diagnostic and remedial measures, using qualified employees and in a workmanlike manner conforming to standards generally accepted in the software support industry. Entrust shall make commercially reasonable efforts to resolve and correct a Severity 1 incident within twenty-four (24) hours from notification. The resolution and correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required in the Software, Entrust shall make commercially reasonable efforts to resolve and correct a Severity 1 incident within five (5) business days from notification.

Severity 2 incidents - Entrust shall promptly initiate and continue diagnostic and remedial measures, using qualified employees and in a workmanlike manner conforming to standards generally accepted in the software support industry. Entrust shall make commercially reasonable efforts to resolve and correct a Severity 2 incident within five (5) business days from notification. The resolution and

correction may be implemented through a work-around, software fix, Upgrade or Upissue. If changes are required in the Software, Entrust shall make commercially reasonable efforts to resolve and correct a Severity 2 incident within ten (10) business days from notification.

For Severity 1 and Severity 2 incidents, Entrust shall advise Customer periodically at reasonable intervals as to the progress made by Entrust in diagnosing and/or correcting any reported incident.

Due to the unplanned and urgent nature of a Severity 2 Non In-Service System software enhancement, please be aware that these may be billable activities and Entrust may treat these requests as Enhanced Support Services.

Severity 3 incidents - Entrust may include the resolution in the next Upgrade and/or Upissue. To assist in the prioritization of service requests, Entrust will make reasonable commercial efforts to a) answer a question within ten (10) business days, and b) provide a resolution plan within fifteen (15) business days. The resolution may be provided in a software patch, service pack, or a future product release.

E-mail Support
Entrust shall use commercially reasonable efforts to provide an initial response to Customer's reports of an incident by e-mail within:
   ♦ One (1) business day from Entrust's receipt of Customer's notice of an incident.

Extranet Web Support
Entrust shall use commercially reasonable efforts to provide an initial response to Customer's reports of an incident submitted via the Extranet within:
   ♦ One (1) business day from Entrust's receipt of Customer's notice of an incident.

Emergency Response
Emergency Support service is available on a 7 x 24 basis in all circumstances in which Customer experiences a Severity 1 or Severity 2 incident on an In-Service System, (i.e. active users outside of a test lab environment) in the same manner as outlined above in basic response.

If Customer reports an incident through Emergency Support which is not deemed by Entrust to be a Severity 1 or Severity 2 incident under the Support Service Terms and Conditions, or is an incident that should have been handled by Customer's support staff, Entrust reserves the right to charge Customer for a minimum of three (3) hours of service at Entrust's then-current support service hourly rate.

MAINTENANCE
Upgrades and Upissues
For so long as Customer is receiving and paying for Support services, Entrust shall promptly provide Customer with all generally available Upgrades and Upissues and with the documentation associated with such Upgrades and Upissues at no additional cost.

"Upgrade" means a subsequent release of existing Software, other than those reasonably designated as new products for which Entrust charges separately, which will generally contain new functionality and enhancements in addition to bug fixes. Upgrade releases will be designated by a change in the digit of the release number to the left of the decimal. e.g. 1.X to 2.Y.

"Upissue" means a subsequent release of existing Software which will generally contain bug-fixes and which will generally not contain major, new functionality. Upissue releases will be designated by a change in the digit of the release number to the right of the decimal. e.g. X.1 to X.2.

Platform Options

If Customer has licensed a version of Software (server Software only), upon request, Entrust will, at no additional charge, other than shipping costs, provide Customer with a copy of the same version of the Software on an Entrust-supported computing platform other than the platform on which Customer originally licensed such Software. Customer may use the Software for the new platform pursuant to the same terms and conditions applicable to the original Software, provided that Customer may not use the original Software concurrently.

OTHER SERVICES

On-Site Diagnosis

Entrust may, at its discretion, escalate the resolution of a Severity 1 or Severity 2 incident which may include, without limitation, on-site diagnosis and resolution and other appropriate steps ("Escalation") at Entrust's sole expense. If such Escalation results from an incident reported by the Customer which is subsequently determined to be due to causes other than the Entrust Software, Customer shall pay to Entrust its then-published time and materials rate and any out-of-pocket expenses for such Escalation.

Toolkit Support

At Customer's option, Customer may receive unlimited Extranet, e-mail and/or telephone toolkit support for Entrust/Toolkit(s) licensed by Customer on a flat fee basis. Customer will be charged the applicable toolkit support fee for such services.

Forms of Support

◆ Telephone support - accessible Monday to Friday 8:30 a.m. – 6:00 p.m. Eastern Time (7:30 a.m. to 5:00 p.m. GMT for European customers). Response time one (1) hour from Entrust's receipt of Customer's notice of an incident. During Entrust's initial response, Customer and Entrust shall mutually determine the severity level of the incident. Entrust shall promptly initiate and continue diagnostic and remedial measures in accordance with its then-current support policies for toolkit support.

◆ E-mail support – Response time one (1) business day from Entrust's receipt of Customer's notice of an incident.

◆ Extranet Web-based support – Response time one (1) business day from Entrust's receipt of Customer's notice of an incident.

Enhanced Support Services

Subject to availability of qualified personnel, Entrust will provide Enhanced Support Services on an ad hoc basis as requested by the Customer. This may include, but not be limited to, on-site installation assistance, training, or problem diagnosis and resolution. These services will be charged at Entrust's then-current applicable rate plus related expenses as mutually agreed upon in advance between Entrust and the Customer.